

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA**

SUMMA ENGINEERING, INC., )  
an Oklahoma Corporation, )  
                              )  
Plaintiff,                 )  
                              )  
vs.                         )              Case No. CIV-15-1024-W  
                              )  
ACE AMERICAN INSURANCE COMPANY, )  
a Pennsylvania Corporation, )  
                              )  
Defendant.                 )

**COMPLAINT**

COMES NOW the Plaintiff, Summa Engineering, Inc., and for its claims against Defendant Ace American Insurance Company, alleges and states as follows:

1. Plaintiff is a corporation organized and existing under the laws of the State of Oklahoma, with its principal place of business in the Western District of Oklahoma.
2. Defendant, Ace American Insurance Company, is an insurance corporation organized and existing under the laws of the State of Pennsylvania, with its principal place of business in the State of Pennsylvania.
3. The amount in controversy in this matter is in excess of \$75,000.00.
4. Complete diversity of citizenship exists between the parties herein.
5. This Court has jurisdiction of this matter pursuant to 28 U.S.C.A. §1332 and 28 U.S.C.A. §2201.
6. Venue is proper in this Court pursuant to 28 U.S.C.A. §1391.
7. This action arises out of the drilling of an oil well (the “Well”) in 2010 in Grant County, Oklahoma, within this District.

8. At all relevant times in this matter, Plaintiff was the named insured under a policy of commercial general liability insurance issued by Defendant, policy number G23867333 003.
9. As a result of the drilling of the Well, claims were made against Plaintiff for, among other things, negligence and fraud. Suits were filed against Plaintiff in Texas related to the Well in 2011.
10. The Texas suits were ultimately dismissed and the claims refiled against Plaintiff in Grant County, Oklahoma, in 2014.
11. Plaintiff made a demand for defense and indemnity from Defendant under the policy of liability insurance in question.
12. Defendant denied Plaintiff a defense and indemnity, forcing Plaintiff to litigate the claims at its own expense.
13. The claims against Plaintiff were tried in Grant County, Oklahoma, and a jury verdict was rendered on May 1, 2015, finding all issues in favor of Plaintiff.
14. Defendant's failure to provide Plaintiff with a defense constituted a breach of the insurance contract between the parties.
15. Further, as Plaintiff anticipates appellate proceedings related to the jury verdict entered in the underlying case, Plaintiff seeks declaratory relief from this Court, pursuant to 28 U.S.C.A. §2201, that Defendant has an ongoing duty and obligation to indemnify and defend Plaintiff for the claims and suits filed against it as a result of the drilling of the Well, including any appellate proceedings to come.

16. As a result of Defendant's breach of contract, Plaintiff seeks judgment against Defendant for the sums it was compelled to pay out of pocket for its defense of the claims against it, all in an amount in excess of \$75,000.00.

WHEREFORE, for the reasons stated above, Plaintiff, Summa Engineering, Inc., prays this Court enter its Judgment declaring that Defendant has an ongoing duty to indemnify and defend Plaintiff, and granting Plaintiff judgment for breach of contract against Defendant for all sums which Plaintiff has been compelled to pay for its defense as a result of Defendant's wrongful denial of coverage, together with its costs, attorney fees, and such other and further relief as the Court deems just and equitable.

Respectfully submitted,

/s/ Phillip P. Owens II  
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**JURY TRIAL DEMANDED**  
**ATTORNEY LIEN CLAIMED**